PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3873703

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
WESTERN DIGITAL CORPORATION	05/12/2016

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	IL1-1145/54/63, P.O. BOX 6026
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6049973

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email:	michael.barys@thomsonreuters.com
Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET
Address Line 2:	C/O CAHILL GORDON & REINDAL LLP
Address Line 4:	NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/16/2016

Total Attachments: 5
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Patent Collateral Agreement

This Thursday, May 12, 2016, WESTERN DIGITAL CORPORATION ("*Debtor*"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to JPMORGAN CHASE BANK, N.A., a national banking association (the "*Agent*"), acting as collateral agent hereunder for the Secured Parties as defined in the Security Agreement, dated as of May 12, 2016, among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the "*Security Agreement*") for the benefit of the Secured Parties, a lien on and security interest in, all right, title, and interest of such Debtor in and to all of the following (collectively, "*Patent Collateral*"):

> (i)   Each patent and patent application owned by Debtor, other than to the extent the same constitutes Excluded Property, that is listed on <u>Schedule A</u> hereto (the "*Patents*"); and

> (ii)   All proceeds of the foregoing, including any claim by Debtor against third parties for damages by reason of past, present or future infringement of any Patent, in each case together with the right to sue for and collect said damages.

All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.
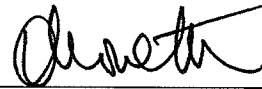
Debtor and Agent do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant of a security interest in the Patent Collateral made hereby are more fully set forth in, and subject to, the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

THIS PATENT COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

WESTERN DIGITAL CORPORATION

By: _____

Name: Olivier Leonetti
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A., as Agent

By: _____
     Name: Caitlin Stewart
     Title: Vice President

[Signature Page to Patent Collateral Agreement]

SCHEDULE A
TO PATENT COLLATERAL AGREEMENT

U.S. PATENT

No.	Title	Patent Number
1.	METHOD OF ASSEMBLING AN INTEGRATED COMPUTER MODULE	6049973